

JS-6

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

LILI ORDUÑA, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

Q.S. SAN LUIS OBISPO, a California
limited partnership; WARMINGTON
HOTEL ASSOCIATES 7, L.P., a
California limited partnership;
WINEGARDNER & HAMMONS, INC.,
an Ohio corporation; and DOES 4
through 10,

Defendants.

CASE NO. 8:15-cv-00593-JLS-DFM
FINAL JUDGMENT

1 This matter came on for hearing on December 2, 2016, at 2:30 p.m., before
 2 the Honorable Josephine L. Staton, pursuant to Rule 23 of the Federal Rules of
 3 Civil Procedure and this Court's July 18, 2016 Order Granting Preliminary
 4 Approval [Docket Entry "DE" No. 25]. On December 20, 2016, the Court
 5 entered an Order (the "Final Approval Order") granting Plaintiff's motions for (1)
 6 final approval of class action settlement and (2) attorneys' fees, costs, and
 7 incentive payment [DE No. 40].

8 In accordance with the Final Approval Order, and pursuant to Rules 23 and
 9 58 of the Federal Rules of Civil Procedure, IT IS HEREBY ORDERED,
 10 ADJUDGED, AND DECREED AS FOLLOWS:

11 1. The Court has jurisdiction over the subject matter of the above-
 12 captioned action (the "Action"), the Class Representative, Defendants Q.S. San
 13 Luis Obispo, L.P., Warmington Hotel Associates 7, L.P., and Winegardner and
 14 Hammons, Inc. (collectively, "Defendants"), and all members of the Settlement
 15 Class, which is defined as follows:

16
 17 **Settlement Class:** all current and former non-exempt employees
 18 employed by Defendants in California at any time between April 14,
 19 2011 through July 18, 2016.

20 2. The terms "Settlement" or "Settlement Agreement" shall refer to the
 21 Joint Stipulation Re: Class Action Settlement and Release, filed by the Class
 22 Representative on March 24, 2016. *See* DE 21-1, at Exhibit A attached thereto.
 23 All terms herein shall have the same meaning as the terms defined in the
 24 Settlement Agreement, unless specifically provided otherwise herein.

25 3. Named Plaintiff shall be paid an Incentive Payment of \$3,000, out of
 26 the Maximum Settlement Fund, in accordance with the terms of the Settlement
 27 Agreement and the Final Approval Order.
 28

1 4. The California Labor & Workforce Development Agency shall be
2 paid \$3,750 out of the Maximum Settlement Fund, in accordance with the terms
3 of the Settlement Agreement and the Declaration of Hernaldo J. Baltodano in
4 Support of Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement, filed on March 24, 2016 [DE No. 21-1].

6 5. Individual settlement payments shall be paid to the participating
7 Settlement Class members out of the Net Settlement Fund, in accordance with the
8 terms of the Settlement Agreement.

9 6. Class Counsel shall be paid \$121,500 in attorneys' fees from the
10 Maximum Settlement Fund in accordance with the terms of the Settlement
11 Agreement and the Final Approval Order.

12 7. Class Counsel's litigation costs of \$10,019.51 shall be paid out of the
13 Maximum Settlement Fund in accordance with the terms of the Settlement
14 Agreement and the Final Approval Order.

15 8. The Claims Administrator, CPT Group, Inc., shall be paid for its fees
16 and expenses in connection with the administration of the Settlement Agreement
17 out of the Maximum Settlement Fund, in accordance with the terms of the
18 Settlement Agreement, in the amount of \$10,000.

19 9. By this Judgment, the Named Plaintiff and each member of the
20 Settlement Class who has not timely and validly requested exclusion from the
21 Settlement by opting out (the "participating Settlement Class members") hereby
22 release Defendants and the Released Parties (as defined in the Settlement
23 Agreement) from the Settled Claims (as defined in the Settlement Agreement),
24 and all of the Settled Claims are dismissed with prejudice as to the participating
25 Settlement Class members.
26

27 10. By this Judgment, the participating Settlement Class members are
28 permanently barred from asserting any of the Settled Claims in the future. The

1 parties are to bear their own attorneys' fees and costs, except as otherwise
2 provided in the Settlement Agreement and the Final Approval Order.

3 11. The Court reserves and retains exclusive jurisdiction over the Action,
4 the Named Plaintiff, the Settlement Class, and Defendants for the purposes of
5 supervising the implementation, effectuation, enforcement, construction,
6 administration, and interpretation of the Settlement Agreement and this Judgment.

7 12. Final judgment is hereby entered pursuant to Rule 23(c)(3) of the
8 Federal Rules of Civil Procedure. This document shall constitute a final
9 judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.
10

11 IT IS SO ORDERED.
12

13
14 Dated: February 01, 2017



The Honorable Josephine L. Staton
United States District Judge